



यू० पी० प्रोजेक्ट्स कारपोरेशन लि०
(उत्तर प्रदेश सरकार का उपक्रम)
CIN : U15209UP1976SGC004285

Office of the Project Manager,

Address:- Unit-33,T-96, Pallavpuram, Phase-II, Meerut.

Name of Work:- Construction of 02 No. Gowdown, Armoury Block
and Visitor Shed at Zilla Karagaar, Distt.- Bijnor (U.P.)

This Bid Document

Consists of

Volume (A):- Technical Bid/Eligibility Bid (Envelope-1)

Volume (B):- Financial Bid (Envelope-2)

To be Opened on:- 24.08.2020 On 02:00 PM

**Date, Time & Place of opening to be intimated only to those bidders
who qualify the technical bid.**



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(उत्तर प्रदेश सरकार का उपक्रम)

कार्यालय: परियोजना प्रबन्धक, निर्माण इकाई-33,
टी-96, फेस-11, पल्लवपुरम, मेरठ (250110)

ई-मेल:- pm333upprojects.org, uppcl.pm33@gmail.com

दूरभाष: 0121-7961177

Tender Notice No. :- 15/PCL/PM/MRT,

Date:- 17.08.2020

Short Term E-Tender Notice

U.P. Projects Corporation Limited (A U.P. Government undertaking) invites percentage rate Tenders (Two envelop System) for eligible contractors/firms registered with U.P. Projects Corporation Ltd. (Category specified in column 7) following work. Bidders are advised to note the minimum qualification.

The tender document can be downloaded from the website [www.http://etender.up.nic.in](http://etender.up.nic.in) during the period **17.08.2020 to 24.08.2020**. The tender should be submitted up to **1.00 P.M.** on **24.08.2020**. The technical bid shall be opened on same day at **2.00 P.M.**

Lot No.	Name of work	Eestimated Cost (Rs. In Lac)	Earnest Money (Rs. In Lac)	Time work Completion Days	Tender Processing Fee	Category of Register Contr.
1	2	3	4	5	6	7
1	Construction of 02 No. Gowdown, Armoury Block and Visitor Shed at Zilla Karagaar, Distt.- Bijnor (U.P.)	31.95	1.60	90 Days	3000+ 18% GST	"D" & Upper

Prospective bidders are advised to regularly check though U.P. Projects Corporation Ltd. web site www.upprojects.org and e-tending web site [www.http://etender.up.nic.in](http://etender.up.nic.in) for all other terms and conditions, qualifying criteria, corrigendum/amendments etc., if any, and separate advertisement will not be made for the same.

Eligibility:-

1. Contractors who fulfil the following requirements shall be eligible to apply. **Joint ventures are not accepted.**

(a) Should have satisfactorily completed the works as mentioned below during the last Seven years ending **previous day of last date of submission of tenders.**

- Three Similar work each costing not less than 40% or two similar works each costing not less than 50% or one similar work costing not less than 80% of the tendered cost with some central /state Government department central autonomous body/central public sector undertaking/state public sector undertaking/city development autonomous/municipal corporation of city formed under Act by central/state government and published in central/state gazette. This should be certified by an officer not below the rank of Executive Engineer/Project Manager or equivalent.
- Cost of work shall mean gross value of the completed work including cost of material supplied by the Government/Client but excluding those supplied free of cost.

(Similar work shall mean: Construction of civil work.)

(b) Should have average annual financial turn over during the last 3 years ending 31st March of Previous financial year should at least **100% of the tender cost.**

(c) Should not have incurred any loss in more than 2 years during the last 5 years ending 31st March of previous Financial Year.

- (d) Should have a solvency of **40% of estimated cost** from bank or 10% solvency of estimated cost from District Magistrate.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at the simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for bids.

2. The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:

$$\text{Bidding Capacity} = \{[A \times N \times 2] - B\}$$

Where,

A = Maximum turnover in construction works executed in any one year during the last five years taking into account the completed as well as works in progress. The value of completed works shall be brought to current costing level as already specified.

N = Number of years prescribed for completion of work for which bids has been invited.

B = Value of existing commitments and on-going works to be completed during the period of completion of work for which bids have been invited.

3. The intending bidder must read the terms and conditions carefully. He should submit his bid only if he considers himself eligible and he is in possession of all the requisite documents.
4. Information and Instructions to bidders posted on website shall form part of bid document.
5. The bid document consisting of Technical (eligibility) bid & Financial bid i/c plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen from our website **www.uprojects.org & http://www.etender.up.nic.in**
6. **Certificate of Financial Turn over:** At the time of submission of bid, contractor has to submit Affidavit/Certificate from CA mentioning Financial Turnover on construction work of last 5 years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids.
7. The Technical bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.
8. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criteria.
9. Tender Processing fee shall be submitted through **RTGS in SB Account no. 2512002100017496 IFSC code PUNB0090200 Project Manager, Unit-33, U.P. Projects Corporation Ltd. Meerut** and the scanned copy of UTR shall be uploading with tender documents.
10. **Earnest Money in the form of Fixed Deposit Receipt of a nationalized bank in favour of Project Manager Unit-33, U.P. Projects Corporation Ltd. Meerut must be prepared and scanned copy of the same shall be uploading with Technical bid.**
11. Intending bidder shall give in writing on Rs. 100.00 Non Judicial stamp paper that the “rates are valid for 90 days”.
12. Scanned copy of all the documents as specified in the technical bid/eligibility bid a long with scanned copy of UTR shall be uploaded within the period of bid submission.
- (a) All the document as stipulated in the bid document.
- (b) UTR of tender pressing fee and FMD

The Technical (eligibility) bid submitted shall be **opened at 24.08.2020 on 02:00 PM.**

13. The bidder shall submit personally all the original documents and earnest money in form of Fixed Deposit Receipt of Nationalised Bank in original to **General Manager, Zone-6, UPPCL, Noida** after opening the financial Bid. Failing of which shall be taken as per GO. No. 3070/78-2-2018-42/आईटीओ/2017(22) dt.03.01.2018.
14. The bid submitted shall become invalid if:
- (i) The bidder is found illegible or over writing.
 - (ii) The bidder does not upload all the documents as stipulated in the bid document.
 - (iii) The bidder does not upload valid EMD along with technical bid (eligibility bid).
 - (iv) The bidder does not upload scanned copy of UTR of Tender Processing Fee along with technical bid (eligibility bid).
 - (v) The bidder does not upload scanned copy of Certificate of work experience as desired in NIT.
 - (vi) The Power of attorney authorising the Tender or to sign the e-bid/ contract.
or
Affidavit on Non Judicial Stamp paper of Rs. 10/- in case the individual who is the sole proprietor of the firm
 - (vii) The bidder does not upload all the documents as stipulated in the bid document. Serial no.23
15. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
16. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection & will be debarred from future tender in U.P. Projects Corporation Ltd.
17. The contractor shall not be permitted to bid for works in the UPPCL ZONE/UNIT responsible for award and execution of contracts, in which his near relative is posted. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer / employee in the office of Project Manager/General Manager U.P. Projects Corporation Ltd, Ghaziabad. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Corporation.
18. No Engineer or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the STATE GOVERNMENT/ State Government Undertaking is allowed to work as a contractor for a period of two years after his retirement from Government service, without the prior permission of the Government of U.P.in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of U.P. as aforesaid before submission of the bid or engagement in the contractor's service.
19. The agency shall also furnish performance guarantee of 5% of the tendered amount in addition to the other amount mentioned elsewhere in the contract for performance of the contract. The performance guarantee shall be in the form of FDR or Bank Guarantee as per Performa in the bid document.

20. The Bidder shall sign all the pages of NIT and the Summary form.
21. Tenders who will quote rate more than 5% below the estimated cost will have to give performance guarantee the equal to the Percentage quoted below of the estimated rate.
The performance guarantee will be released after the completion of defect liability period i.e. Six months after the handover of the project to the client department.
22. The contractor will furnished bar chart of the project indicating the activity to be completed of the on-going projects, failing to do so the bid will not be considered.
The selected bidder will adhere to the time scheduled (Bar chart) furnished above, if the Engineer-in-charge find the work not conforming to the time Schedule, the agreement will be terminated issuing three notice each after 7 days.

23. List of Documents to be attached with Technical bid:

1	Details of RTGS (UTR) against Tender Processing fee.
2	Fixed Deposit Receipt of a Nationalised Bank against EMD
3	The Power of attorney authorising the Tenderer to sign the e-bid/ contract
4	Letter of transmittal
5	Certificate of Financial Turnover from Chartered Accountant (Form 'A').
6	D.M./ Bank Solvency Certificate (Form 'B').
7	Certificates of Works Experience (Form 'C', 'D' & 'E').
8	Certificate of registration for GST, PAN card copy and latest GSTR-1 and GSTR-3B copy.
9	Class – D registration with the UP Projects Corporation Ltd.
10	Bar Chart (Signed by the bidder)
11	Character certificate issued by District Magistrate.
*	In case of same bank fund transfer certificate/Receipt of bank deposit shall be accepted

Important:

The bidder shall submit the documents on or before the bid submission end date in respect of Sl. No. 1,2,3,4,5,6,7,8,9,10 and 11 original and remaining documents self-certified by the bidder.

**Project Manager
U.P. Projects Corporation Ltd,
Unit-33, Meerut**

(In Envelope 1)

Volume- A

**Technical BID
(Eligibility bid)**

Note:- The intending bidder must read the terms and conditions carefully. He should submit his bid only if he considers himself eligible and he is in possession of all the requisite documents.

NOW THIS AGREEMENT WITNESSETH as follows:-

- 1- In this Agreement, words and expressions shall have the same meanings are respectively assigned to them in the conditions of contract hereinafter referred to, and they shall be deemed to form and read and construed as part of this Agreement.
- 2- In consideration of the payments to be made by the Employer to the contractor as hereinafter mentioned, the contractor hereby covenants' with the Employer to execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
- 3- The work should be completed by the contractor within days from the date of aggrement.
- 4- The Employer hereby covenant's to pay the contract in consideration of execution and completion of the works and remedying the defects where in the contract price or such other sum as may become payable under the provisions of the contract at the times and the manner prescribed by the contract.
- 5- The following documents shall be deemed to form and read and construed as part of this agreement, viz:
 - I. Information & instructions to bidders.
 - II. Letter of transmittal.
 - III. From 'A' to 'C'.
 - IV. General terms & conditions.
 - V. Clauses of contract.
 - VI. Integrity pact.
 - VII. Integrity agreement.
 - VIII. Bill of Quantities.
 - IX. Letter of Acceptance.
 - X. Notice to proceed with the works/supply.
 - XI. Agreement.

In witness whereof the parties there to have caused this Agreement to be executed the day and year first before written.

Binding Signature of contractor
(with Address & Seal)

Binding signature of Employer
Authorized representative

Projects Manager, Unit-33
U.P. Projects Corporation Ltd.
T-96, Phase-2, Pallavpuram, Meerut(250110)

Witnesses

1.....

2.....

Witnesses

1.....

2.....

SECTION A- I

BRIEF PARTICULARS OF THE WORK

1. Salient details of the work for which bids are invited are as under:-

Construction of 02 No. Gowdown, Armoury Block and Visitor Shed at
Zilla Karagaar, Distt.- Bijnor (U.P.)

U.P. Projects Corporation Ltd.

SECTION A-II

INFORMATION & INSTRUCTIONS TO BIDDERS

1.0 General:

- 1.1 Letter of transmittal and forms for deciding eligibility are given in Section A-III.
- 1.2 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as "not applicable". The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bid being summarily disqualified. Bids received late will not be entertained.
- 1.3 The bidder should sign each page of the application/documents. No page (s) of the tender shall be removed, the entire set must be submitted.
- 1.4 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialling, dating and rewriting. Pages of the eligibility criteria document are numbered. Additional sheets, if any added by the contractor, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- 1.5 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Executive Engineer/Project Manager or equivalent.
- 1.6 The bidder may furnish any relevant additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the Employer.
- 1.7 The credentials submitted in respect of pre-qualification of the tender/tender for specialised work by the first lowest bidder after opening of the financial bid shall be verified before award of work. Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of work in U.P. Projects Corporation Ltd. If such bidder happens to be enlisted contractor of any class in U.P. Projects Corporation Ltd., his name shall also be removed from the approved list of contractors.
- 1.8 Incomplete, irrelevant conditional tenders are liable to be rejected without assigning any reason. Tenders not submitted on proper prescribed form shall not be considered and are liable to be rejected.
- 1.9 The tenderer should write full address and telephone no. on the Tender Form. Any letter sent by Regd. Post on that address will be treated as delivered.
- 1.10 All entries by the tenderers should be written legible.
- 1.11 No refund of the cost of bid document/e-Tender processing fee is claimable for tenders not accepted or for tenders not submitted.

2.0 Definitions:

- 2.1 In this document the following words and expressions have the meaning hereby assigned to them.
- 2.2 **Employer:** UPPCL means U.P. Projects Corporation Ltd.
- 2.3 **Bidder:** Means the individual, proprietary firm, firm in partnership, limited company private or public or corporation.
- 2.4 **"Year"** means "Financial Year" unless stated otherwise.

3.0 Method of application:

- 3.1 If the bidder is an individual, the application shall be signed by him above his full type written name and current address.
- 3.2 If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- 3.3 If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- 3.4 If the bidder is a limited company or a corporation, the application shall be signed by a duly authorised person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

4.0 Final decision making authority.

The employer reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.

5.0 Particulars provisional

The particulars of the work given in Section A-I are provisional. They are liable to change and be considered only as advance information to assist the bidder.

6.0 Site visit

The bidder is advised to visit the site of work, at his own cost, and examine it and its surroundings to collect all information that he considers necessary for proper assessment of the prospective assignment.

7.0 Criteria for eligibility

- 7.1 The Bidder should have satisfactorily completed works during the last Seven years ending **previous day of last date of submission of tenders**. For this purpose cost of work shall mean gross value of the completed work including cost of material supplied by the Government/Client but excluding those supplied free of cost. This should be certified by an officer not below the rank of Executive Engineer/Project Manager or equivalent.

- i) **Three** similar works each costing not less than 40% ~~ortwo~~ similar works each costing not less than 50% ~~orone~~ similar work costing not less than 80% of the tendered cost.

AND

- ii) One work of any nature (either part of (i) above or a separate one) costing not less than 40% of tendered cost with some Central/State Government Department/Central Autonomous Body/State Autonomous Body/ Central Public Sector Undertaking/ State Public Sector Undertaking/City Development Authority/ Municipal Corporation of City formed under any Act by Central/ State Government and published in Central/State Gazette

AND

- iii) Class –A or above category registration with UP Projects Corporation Ltd., Lucknow.

Similar work shall mean works of “**Construction of Civil Works**”

(Note: The detail of work shall be given as per case & should be self-explanatory)

The value of executed works shall be brought to current costing level by enhancing the actual value of work at a rate given below calculated from the date of completion to last date of submission of tenders.

Financial Year	Escalation/Enhancement factor
2019-2020	1.00
2018-2019	1.07
2017-2018	1.14
2016-2017	1.21
2015-2016	1.28

- 7.2 At the time of submission of tender, the tendered shall have to furnish an affidavit as under:
 “I/We undertake and confirm that eligible similar work(s) has /have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in UPPCL contracts in future forever. Also, if such a violation comes to the notice of Department before date start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Security.”
- 7.3 The bidder should have had average annual financial turn over (gross) of minimum 30% of tendered cost in Civil/Electrical construction work during the last **available** three year consecutive **balance sheets duly audited by Chartered Accountant**. Year in which no turnover is shown would also be considered for working out the average.
- 7.4 The bidder should not have incurred any loss in more than two years during **available last five consecutive balance sheets**, duly certified **and audited** by the Chartered Accountant.
- 7.5 The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:
 Bidding Capacity = $\{[A \times N \times 2] - B\}$
 Where,
 A = Maximum **turnover in** construction works executed in any one year during the last five years taking into account the completed as well as works in progress. **The value of completed works shall be brought to current costing level as already specified.**
 N = Number of years prescribed for completion of work for which bids has been invited.
 B = Value of existing commitments and on-going works to be completed during the period of completion of work for which bids have been invited.
- 7.6 The bidder should have a solvency of 40% of tendered cost certified by his Bankers (Nationalized Bank only).
- 7.7 The bidder should own constructions equipment as per list required for the proper and timely execution of the work. Else, he should certify that he would be able to manage the equipment by hiring etc., and submit the list of firms from whom he proposes to hire.
- 7.8 The bidder should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The bidder should submit a list of these employees stating clearly how these would be involved in this work.
- 7.9 The bidder's performance for each work completed in the last Seven years and in hand should be certified by an officer not below the rank of Executive Engineer/Project Manager or equivalent.
- 8.0 Evaluation criteria**
- 8.1 The detailed submitted by the bidders will be evaluated in the following manner:
- 8.1.1 The criteria prescribed in Para 7.1 to 7.5 above in respect of experience of similar class of works completed, bidding capacity and financial turn over etc. will first be scrutinized and the bidder's eligibility for the work be determined.
 The department, however, reserves the right to restrict the list of such qualified contractors to any number deemed suitable by it.
- 8.2 Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has:
- Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document,
 - Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

9.0 Financial information

Bidder should furnish the following financial information:

Annual financial statement for the last five year in Form "A" and solvency certificate in Form "B"

10.0 Experience in works highlighting experience in similar works

10.1 Bidder should furnish the following:

(a) List of all works of similar nature successfully completed during the last seven years in Form "C".

(b) List of the projects under execution or awarded in Form "D".

10.2 Particulars of completed works and performance of the bidder duly authenticated/certified by an officer not below the rank of Executive Engineer/Project Manager or equivalent should be furnished separately for each work completed or in progress in Form "E". Information of completed works must be justified from 26AS form information (In case Tax department) available in internet.

10.3 Information in Form 'C' and Form 'D' should be complete and no work should be left out.

11.0 Organisation information

Bidder is required to submit the information in respect of his organization in Forms "F" & "G"

12.0 Construction plant and equipment

Bidder should furnish the list of construction plant and equipment including steel shuttering, centring and scaffolding to be used in carrying out the work in Form "H". Details of any other plant & equipment required for the work not included in Form "F" and available with the applicant may also be indicated.

14.0 Letter of transmittal

The bidder should submit the letter of transmittal attached with the document.

14.0 Opening of Price bid

After evaluation of Pre-Qualification Documents, a list of short listed agencies will be prepared. Thereafter the financial bids of only the qualified and technically acceptable bidders shall be opened at the notified time, date and place in the presence of the qualified bidders or their representatives. The bid shall remain valid for **90 days from opening of technical bids.**

15.0 Award criteria

15.1 The employer reserves the right, without being liable for any damages or obligation to inform the bidder, to:

(a) Amend the scope and value of contract to the bidder.

(b) Reject any or all the applications without assigning any reason

15.2 Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited.

SECTION A-III

LETTER OF TRANSMITTAL

To,

**THE PROJECT MANAGER
U.P.P.C.L., UNIT-33
MEERUT (UP)**

Subject: Submission of Tender for the work of:-

Having examined the details given in notice and bid document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed forms A to I and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency certificate and authorise the Projects Manager, UPPCL, Unit-33, Meerut to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorise Projects Manager, UPPCL, Unit-33, Meerut to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following works:

Name of work

Certificate from

Enclosures:

Seal of bidder

Date of submission:

Signature(s) of Bidder(s).

FORM 'A'

CERTIFICATE OF FINANCIAL TURNOVER FROM CHARTERED ACCOUNTANT

- I. Financial Analysis – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Years

2015-16	2016-17	2017-18	2018-19	2019-20

- (i) Gross Annual turnover on construction works.
(ii) Profit/Loss.

2. Solvency Certificate from Bankers of the bidder in the prescribed Form "B"

Signature of Chartered Accountant with Seal

Signature of Bidder (s).

FORM "B"

FORM OF BANKERS' CERTIFICATE FROM A NATIONALISED BANK

This is to certify that to the best of our knowledge and information that M/s./Shri.....having marginally noted address,a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs.....Rupees.....). This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)
For the Bank

NOTE:

- (1) Banker's certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.
- (3) Solvency certificate should not be more than 6 months old.

FORM 'C'

DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED DURING THE LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF TENDERS

S. No	Name of work/project and location	Owner of sponsoring organization	Cost of work in crores of rupees	Date of commenceme nt as per contract	Stipulated date of completion	Actual date of completion	Litigation/ arbitration cases pending /in progress with details*	Name and address /telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

* Indicate gross amount claimed and amount awarded by the Arbitrator.

Signature of Bidder(s)

(In Envelope 2)

VOLUME- B

FINANCIAL BID

GENERAL CONDITIONS OF CONTRACT (GCC)

DEFINITIONS 1 & 2

1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority as indicated in Schedule A-6 and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract the following expressions shall, unless the context otherwise requires, have the meanings, thereby respectively assigned to them:-
 - i) The **Accepting Authority** shall mean the authority mentioned in Schedule A-6.
 - ii) The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - iii) The **Department** means UPPCL Lucknow and shall include their legal representatives, nominee, employees and permitted agencies who invite tenders on behalf of UPPCL, Lucknow.
 - iv) The **Engineer-in-charge (EIC)** means the Engineer / Officer as mentioned in Schedule A-6 here under, authorised by the Department i.e. UPPCL, Lucknow, who shall supervise and be in charge of the work.
 - v) The **UPPCL** means U.P. Projects Corporation Ltd. LUCKNOW.
 - vi) The **Client** shall mean Department of _____, Government of UP represented by a Designated Officer of Department of _____ Government of UP.
 - vii) The **Consultant/ Project Consultant** shall mean consultant appointed by the department i.e. UPPCL LUCKNOW, having its corporate office at Gomti Barrage, Left Bank, Gomti Nagar, Lucknow for implementing of the Project.
 - viii) The **site** shall mean the land/ or place on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be located or used for the purpose of carrying out the contract.
 - ix) The **Expected risk** are risks due to riots (other than those on account of the contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any act of Government, damage from aircraft, acts of God, such as earthquake, lighting and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by U.P.P.C.L. of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to U.P.P.C.L.'s faulty design of work.
 - x) **Market rate** shall be the rate as decided by Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule A-6 to cover, all overhead and profits.

- xi) **Specifications** means the specification mentioned in the Tender document and any modification thereof or addition thereto as may from time to time be issued to the Contractor.
- xii) **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.
- xiii) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the Government mentioned in Schedule A-6 hereunder, with the amendments thereto issued up to the date of receipt of the tender.
- xiv) The **work(s)** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- xv) **Tendered Value** means the value of the entire work as stipulated in the letter of award.
- xvi) **Bill of Quantities or Schedule of items** means the schedule and quantities of items, materials and rates, summaries etc. priced and completed and as finally accepted.
- xvii) **Month** means calendar month without regard to the number of days worked or not worked in that month.
- xviii) **Week** means seven calendar days without regard to the number of hours worked or not worked in any day in that week.
- xix) **Day** means a calendar day of 24 hours (beginning and ending at 00 hrs. and 24 hrs. Respectively) irrespective of number of hours worked or not worked in that day.
- xx) **Act of Insolvency** shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or Provincial Insolvency Act or any Act amending such original.
- xxi) **Approved** means approved in writing, including subsequent written information of previous verbal approval and “approval” means approval in writing, including as aforesaid.
- xxii) **As directed** means the direction given by the Engineer In-Charge/Client/ Consultant.
- xxiii) **Constructional Plant** means all appliances or things of whatsoever nature required in or about the execution or maintenance of the Works but does not include materials or other things intended to form or forming part of the Works.
- xxiv) **Material** means the materials, apparatus, equipment, fittings, fixtures and all such other materials, which are incorporated in the work.
- xxv) **Drawings** means the drawings prepared and issued by the Consultant and referred to in the tender and specifications and any modification of such drawings and such other drawings, calculations and technical information of a like nature as may, from time to time, be issued by the Consultant.
- xxvi) **I.S.** means latest revision of particular ‘Indian Standards specification issued by Bureau of Indian Standards.
- xxvii) **Notice in writing or written notice** shall mean notice in written, typed or printed characters, sent (unless delivered personally or otherwise proved to have been received) by registered post to the site office/ last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

- xxviii) **Permanent Works** means the permanent works to be executed (including Plant) in accordance with the Contract.
- xxix) **Temporary Works** means all temporary works of every kind required in to start or about the execution and completion or maintenance of the Works and the remedying of any defects therein.
- xxx) **Urgent Works** means any urgent works which in the opinion of the UPPCL/ Client and/or Consultant becomes necessary at the time of execution and/or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structure of services or required to accelerate the progress of the work for which becomes necessary for safety and security or for any other reason the UPPCL / Client and/or Consultant may find it necessary.
- xxxi) **Net Prices** If in arriving at the contract amount or contract sum, the Contractor shall have added or deducted from the total amount of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item and similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor, the total amount of any Prime cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression “net rates” or “net prices” when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

Scope and Performances

3. Where the context so requires, words imparting the singular only also include the plural or vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
4. Heading and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

Language & Law

6. The ruling language in which the Contract and related aspects shall be drawn up shall be Hindi / English only. Law means- law as applicable to site of work.

Works to be carried one

7. The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The description given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage of materials, cartage and carriage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Sufficiency tender

8. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and price quoted in the Schedule of Quantities, which rates and price shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

Description and Adjustment of Errors

9. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to scale and specific conditions in preference to general conditions.
 - 9.1 In the case of discrepancy between the Schedule of Quantities, the Specifications and /or the Drawings, the following order of preference shall be observed.
 - a) Description of Schedule of Quantities
 - b) Particular specification and Specific Condition, if any.
 - c) Drawings
 - d) PWD/CPWD Specifications
 - e) Indian Standard Specifications of Bureau of Indian Standards.
 - f) For items not covered by any of the above, the work shall be done, as per sound engineering practices and as directed by the Engineer-in-charge.
 - 9.2 **If there are varying or conflicting provisions made in any one document forming Part of the contract, Accepting Authority shall be deciding authority with regard to the intention of the document and his decision shall be final and binding on the Contractor.**
 - 9.3 **Any error in description, quantity or rate in schedule of quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligation under the contract.**

ERRORS, OMISSION & DISCREPANCIES

- 10.1 In case of errors, omissions and /or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications, etc. the following order of precedence shall apply:
 - i. Between scaled and written dimension (or description) on drawing, written dimension shall be adopted.
 - ii. Between the written or shown description or dimensions in the drawings and the corresponding one in the specification, the former shall be taken as correct.
 - iii. Between the written description of the item in the specifications and descriptions in the Bill of Quantities of the same item, the latter shall be adopted.

- 10.2 Between the duplicate/subsequent copies of the tender and original tender, the original tender shall be taken as correct.
- 10.3 All documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguity or discrepancies in conditions or specifications the same shall be explained and adjusted by Engineer-in-charge. In case the Contractor does not agree with the explanation given by the Engineer-in-charge, then the matter, on his written notice, will be referred to the MD UPPCL and his decision shall be final and binding to the contractor.
- 10.4 **In all cases of omissions and /or doubts or discrepancies in any of the items or specifications, a reference shall be made to the Engineer-in-Charge. Elucidation, elaboration or decision of the Engineer-in-charge shall be considered as authentic. The Contractor shall be held responsible for any error that may occur in the work through lack of such reference and precaution.**
- 10.5. i) Any dispute arising due to typing mistakes/ omissions in the document shall be mutually discussed between Contractor and Engineer-in-charge and the decision of the Engineer-in-charge will be final and binding on the contractor in the matter.
- ii) The successful bidder /contractor, on acceptance of his tender by the Accepting Authority, shall, within 10 days give unconditional acceptance letter & performance guarantee from the date of issue of LOI for the work. The performance guarantee given by the contractor shall be verified by the department before returning the Earnest Money of the successful bidder / contractor.
- iii) The successful bidder will provide an affidavit on Rs.100.00 stamp paper that all information & Earnest Money deposited by him are correct & valid.
- iv) The successful bidder /contractor, after verification of Performance Guarantee shall, sign the contract within 7 days consisting of documents as specified.
- v) No payment for the work done will be made unless contract is signed by the contractor.

GENERAL TERMS & CONDITIONS

- 1 The order of preference in case of any discrepancy as indicated in condition No. 9.1 under “Conditions of Contract” may be read as the following:
 - i) Nomenclature of items as per schedule of quantities.
 - ii) Particular specification and specific condition, if any.
 - iii) Architectural Drawings
 - iv) PWD/CPWD specifications.
 - v) Indian standard specifications of B.I.S.
 - vi) Sound Engineering Practice

A reference made to any Indian Standard specification in these documents, shall imply to the latest version of that standard. Including such revision/amendments as issued by the bureau of Indian standard upto last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian standard applicable to the work at site.

- 2 Except for the items, for which particular specifications are given or where it is specifically mentioned otherwise in the description of items in the schedule of quantities the work shall generally be carried out in accordance with the latest relevant PWD/CPWD Specifications (with upto date corrections slips) and instructions of Engineer-in-Charge. Wherever PWD/CPWD specifications are silent the latest IS codes/specification shall be followed.
- 3 Unless otherwise provided in the Schedule of Quantities/Specifications, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the work and nothing extra shall be payable to him on account of the same.
- 4 The proposed building is a prestigious project and quality of work is paramount importance. Contractor shall have to engage well experienced skilled labour and deploy modern T&P and other equipment to execute the work. Many items like stone cladding works, stone flooring, and other specialized flooring work, Wood work will specially require engagement of skilled workers having experience particularly in execution of such items.
- 5
 - a) The contractor (s) shall inspect the site of work before tendering and acquaint himself with the site conditions and no claim on this account shall be entertained by the department.
 - b) The contractor (s) shall get himself acquainted with nature and extent of the work and satisfy himself about the availability of materials from kiln or approved quarries for collection and conveyance of materials required for construction.
- 6 The contractor (s) shall study the soil investigation report for the site, available in the office of the Engineer-in-Charge and satisfy himself about complete characteristics of soil and other parameters of site. However, no claim on the alleged inadequacy or incorrectness of the soil data shall be entertained.
- 7 The tenderer shall see the approaches to the site. In case any approach from main road is required by the contractor, the same shall be made good, improved and maintained by the contractor at his own cost. No payment shall be made on this account.
- 8 The contractor (s) shall give to the Municipality, Police and other authorities all necessary notices etc. that may be required by law and obtain all requisite Licenses for temporary obstructions, enclosures etc. and pay all fee, taxes and charges which may be authorized on account of these operations in executing the contract. He shall make good any damage to the adjoining property whether public or private and shall supply and maintain light and other illumination on for cautioning the public at night.

- 9 The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night speed limit boards red flags, red lights and providing barriers. He shall be responsible for all dangers and incidents caused to existing / new work due to negligence on his part. No hindrances shall be caused to traffic during the execution of the work.
- 10 Contractor shall provide permanent bench marks and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the drawings
- 11 The contractor shall make his own arrangement for obtaining electric connection and make necessary payments directly to the department concerned.
- 12 Other agencies doing works related with this project may also simultaneously execute their works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying/burying in the work, pipes cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for the other agencies. Nothing extra over the Agreement rates shall be paid for doing these.
- 13 Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on account of the same.
- 14 The contractor shall fully comply with all legal orders and directions of the Public or local authorities or municipality and adhere by their rules and regulations and pay all fees and charges for which he may be liable in this regard. Nothing extra shall be paid/reimbursed for the same.
- 15 The building work shall be carried out in the manner complying in all respects with the requirements of the relevant bylaws and regulations of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra shall be paid on this account.
- 16 The contractor shall give a performance test of the entire installation(s) as per standing specifications before the work is finally accepted by making his own arrangements for water supply, electricity etc. and nothing extra whatsoever shall be payable for the same.
- 17 If as per local Municipal regulations, huts for labour are not to be erected at the site of work, the contractor shall be required to provide such accommodation at a place as is acceptable to the local body and nothing extra shall be paid on this account.
- 18 It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.
- 19 The structural and architectural drawings shall at all times be properly co-related before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and Architectural drawings relating to the relevant item, the former shall prevail unless otherwise given in writing by the Engineer-in-charge.
- 20 The contractor shall maintain in perfect condition, all portions executed till completion of the entire work allotted to him. Where however phased delivery of work is contemplated these provisions shall apply separately to each phase.
- 21 The entire royalty at the prevalent rates shall have to be paid by the contractor on all the boulders, metals, shingle sand etc. collected by him for execution of the work, directly to the Revenue authority or authorized agents of the State Government concerned or the Central Government, as the case may be.

- 22 The contractor shall issue Identity card to all laborers and engineers/staff engaged by him and nothing shall be paid on this account.
- 23 The contractor shall prepare an integrated programmer chart for the execution of work and the detailed provision in **clause 4** of GCC shall be followed.
24. If the work is carried out in more than one shift or during night, no claim on these accounts shall be entertained.
- 25 Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
- 26 The contractor shall be responsible for the watch and ward/guard of the buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the department. No extra payment shall be made on this account.
- 27 The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by department.
- 28 The building/lab shall be maintenance by the contractor/agency for the period of three years from the date of completion and handing over. And no extra payment will be paid for the above maintenance.
- 29 Final payment shall be made after the complete building is handover to the concern department.
- 30 The contractor shall take instructions from the Engineer-in-charge for stacking of materials. No excavated earth or building materials etc. shall be stacked/collected in areas where other buildings, roads, services, compound walls etc. are to be constructed.

Any trenching and digging for laying sewer lines/water lines/cables etc. shall be commenced by the contractor only when all men, machinery's and materials have been arranged and closing of the trench(s) thereafter shall be ensured within the least possible time. The works shall be carried out in accordance with the Architectural drawings and structural drawings, to be issued from time to time by the Engineer-in-Charge. Before commencement of any item of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the work and satisfy himself that the information available thereof is complete and unambiguous. The discrepancy, if any shall be brought to the notice of the Engineer-in-Charge before execution of the work. **The contractor alone shall be responsible for any loss or damage executing by the commencement of work on the basis of any erroneous and or incomplete information.**

- i) The contractor shall take all precautions to avoid accidents by, exhibiting caution boards day and night, speed limit boards, red flags, red light and providing necessary barriers and other measures required from time to time. The contractor shall be responsible for all damages and accidents due to negligence on his part.
- ii) Other agencies may also simultaneously execute and install the works of electrification, air conditioning, lifts, fire-fighting etc. for this work and the contractor shall provide necessary facilities for the same. The contractor shall leave such recesses, holes openings etc. as may be required for the electric, air-conditioning and other related works (for which inserts, sleeves, brackets, conduits base pinion, clamps etc. shall be got arranged free of cost by the department unless otherwise specifically mentioned) and the contractor shall fix the same at time of casting of concrete, stone work & brick work, if required and nothing extra shall be payable on this account.

- iii) The contractor shall conduct work so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others. All Architectural drawings given in the tender other than those indicated in nomenclature of items are only indicative of the nature of the work and materials/fixings involved unless and otherwise specifically mentioned. However, the work shall be executed in accordance with the drawings duly approved by the Engineer-in-Charge.

Samples of all materials and fittings to be used in the work in respect of brand manufacturer and quality shall be got approved from the Engineer-in-Charge, and shall be preserved till the completion of the work. Articles bearing BIS certifications mark shall only be used unless no manufacturer has got BIS mark for the particular material. Any material/fitting whose sample has not been approved and any other unapproved material brought by the contractor shall be immediately removed as soon as directed.

Unless otherwise specified in the schedule of quantities the rates for all items shall be considered as inclusive of pumping/baling out water, if necessary, for which no extra payment shall be made. Those conditions shall be considered to include water from any source such as inflow of flood, surface and sub-soil water etc. and shall apply to the execution in any season.

- 31 Pollution control and Safety Measures:-**The Contractor shall make all precautionary measures for Pollution control and safety during the constructions period such as Construction Wastes Disposal, Water Pollution, air and noise pollutions.

CLAUSES OF CONTRACT

CLAUSE 1 PERFORMANCE GUARANTEE:

- (i) The contractor shall submit an irrevocable Performance Guarantee of **5%** (Five percent) of the tendered value in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract before agreement (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule A-6 from the date of issue of letter of acceptance. 5% performance guarantee shall be in the shape FDR/Bank guarantee of any nationalised bank in accordance with the form annexed here to. In case failure in submission of performance guarantee within 10 days. Earnest money deposit will be forfeited. Further, if the amount of work exceeds the tendered amount, due to change in scope of work or any other reason additional Performance Guarantee of **5%** (Five percent) of the excess amount shall be provided by the contractor.
- (ii) **The Performance Guarantee shall be valid upto 15 days from the date of expiry of Defect Liability Period.** In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. The performance guarantee shall be returned to the contractor, without any interest after Defect Liability Period.
- (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which is entitled under the contract (not withstanding and / or without prejudice to any other provisions in the contract agreement) in the event of:
 - a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - b) Failure by the contractor to pay any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the agreement, within **15 days** of the service of notice to this effect by Engineer- in-Charge.
- (iv) In the event of the Contract being determined or rescinded under provision of any of the Clause / Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of UPPCL Ltd.
- (v) In case FDR/Bank Guarantee of any bank is furnished by the contractor to UPPCL as Performance Guarantee(s) and the bank is unable to make payment against the said FDR/Bank Guarantee the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to UPPCL make good the deficit.

CLAUSE 2 Recovery of Security Deposit:

The person /persons whose tender(s) may be accepted (hereinafter called the contractor) shall deposit UPPCL at the time of making any payment to him for work done under the contract, a sum shall be deposited in the form of FDR of Nationalized Bank duly pledged in the favour of UP Projects Corporation Ltd. At the rate of **5%** of the gross amount of each running bill as security deposit. The total amount of security deposit will be **5%** of the tendered value of the work. The security deposit in the form of Nationalized Bank shall be collected from the running bills of the contractor at the rates mentioned above. The FDR shall be valid upto 3 months beyond stipulated period of expiry of defect liability period.

The security deposit as collected above can be released against bank guarantee valid up to 3 months beyond stipulated defect liability period issued by a nationalised bank.

CLAUSE 3 Liquidated Damages (LD) for Delay:

If the contractor fails to maintain the required progress in terms of **clause 4** or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule A-6 (whose decision in writing shall be final and binding) may decide on the amount of the tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in **Clause 4** or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified.

Liquidated damage for delay of work

- (i) **1%** of tendered value per month, to be computed on a per day basis, for delays up to 3 months.
- (ii) **2%** of tendered value, to be computed on a per day basis, per month for delays thereafter i.e. 4 to 6 months, i.e., a delay of 6 months will entail Liquidated damage of **9%**.

Provided always that the total amount of liquidated damage for delay beyond 6 months to be paid under this Condition shall not exceed **10%** of the Tendered value of the item or group of items of work for which a separate period of completion is originally given.

The amount of liquidated damages may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the U.P.P.C.L. In case, the contractor does not achieve a particular milestone mentioned in schedule A-6, or the re-scheduled milestone(s) in terms of **Clause 4.4**, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However no interest, what so ever shall be payable on such withheld amount.

In case the contractor fails to make up for the delay even at the time of completion of work, all withheld amounts shall be deducted from final bill against work actually done. If the amount in final bill is less than the tendered amount, actual amount approved by Engineer-in-Charge against final bill would be the maximum limit of Payment.

CLAUSE 4 Time and Extension for Delay:

The time allowed for execution of the Works as specified in the Schedule A-6 or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in schedule A-6 or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Department shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

- 4.1** As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the Engineer-in-charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule A-6. The physical progress report including photographs shall be submitted by the contractor on the approved format at the intervals not

exceeding one month as decided by Engineer in charge.

4.2 If the work(s) be delayed by: -

- (i) Force majeure, or
- (ii) Abnormally bad weather, or
- (iii) Serious loss or damage by fire, or
- (iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the traders employed on the work, or
- (v) Delay on the part of other contractors or tradesmen engaged by Department in executing work not forming part of the Contract, or
- (vi) Any other cause which, in the absolute discretion of the Engineer-in- Charge is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

4.3 Request for rescheduling of Milestones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.

4.4 In any such case the authority as indicated in Schedule A-6 may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the Contractor by the Engineer- in-Charge in writing within **3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the authority as indicated in Schedule A-6 and this shall be binding on the contractor.**

4.5 However above extension will be valid only after approval by E.F.C approved by Govt. order.

CLAUSE 5 Measurements of Work Done:

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.

All measurement of all items having value shall be entered in Measurement Book and / or level field book so that a complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by Junior Engineer of UPPCL and by the contractor or his authorised representative from time to time during the progress of the work and such measurements shall be signed and dated by the Junior Engineer of UPPCL and the contractor or his representative. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorised representative is not available and the work of recording measurements is suspended by the Junior Engineer, the Engineer-in-Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorised representative does not remain present at the time of such measurements after the contractor or his authorised representative has been given a notice in writing three **(3) days** in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Junior Engineer shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available, then a mutually agreed method shall be followed.

It is also a term of this contract that recording of measurements of any item of work in the measurement book and / or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

CLAUSE 6 When Contract can be Determined:

Subject to other provisions contained in this clause, the UPPCL may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- (iv) If the Contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in UPPCL or Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with UPPCL.
- (vi) If the contractor shall enter into a contract with UPPCL in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) If the contractor shall obtain a contract with UPPCL as a result of wrong tendering or other non-bona fide methods of competitive tendering.

- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of **21 days**.
- (xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece- work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.
- (xii) When the work contractor has made himself liable for action under any of the cases aforesaid, the UPPCL shall have powers:
 - a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Department.
 - b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Department, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagement or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 7:

In case, the work cannot be started due to reasons not within the control of the contractor within 1/6th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

CLAUSE 8 Contractor liable to pay Compensation even if action not taken under Clause 6:

In any case in which any of the powers conferred upon the UPPCL/Client by **Clause-6** thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the UPPCL/Client putting in force all or any of the power vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work / or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorised agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 9-Payment on Intermediate Certificate to be regarded as Advances:

The interim or running account bills shall be submitted by the contractor for the work executed on the basis of recorded measurements on the format as approved by the Engineer-in-Charge in triplicate along with soft copy of the bill on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment / adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule A-6, in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid within thirty days after the day of certification of the bill by the Engineer-in-Charge or his authorised representative together with the account of the material issued by the department, or dismantled materials, if any along with all required supporting documents.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

However, the Engineer-in-Charge in his sole discretion on the basis of a certificate from his authorised representative in-charge of the work at site make interim advance payments at 75% of the assessed value of the material supplied by the contractor at site to be used within 3 months. The advance payment so allowed must be adjusted in the next interim bill by taking detailed measurements after the use of the material.

Before any instalment of advance is released, the Contractor shall execute a Indemnity Bond from Nationalized Bank for the 110% of the amount of advance & valid for the Contract Period.

The contractor shall, after receiving his interim payment, shall clear all the dues of his labour/ material suppliers & produce a certificate / receipt on this account with next running bill. If the contractor does not clear these dues or unnecessarily delays the same, the Engineer-in-Charge at his discretion can make payments to these labour/ material suppliers directly. Any such payment shall be recovered from the contractor's bill.

CLAUSE 10 Payment of Final Bill:

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge after successful handing over of work to the Client/Government whichever is later. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period of six months reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorised Engineer, complete with account of materials issued by the Department and dismantled materials along with all supporting documents.

No bill shall be paid to the contractor after the release of 95% payment including 5% security deposit & the contractor is bound to complete the 100% work with no further payment or advances. Thereafter, the payment to contractor will be made against full & final bill submitted by the contractor only after completion & successful handing over of the project to client & release of balance withheld fund (against quality assurance) to UPPCL from the Client.

In no case payment will be made in excess of the 95% funds received from client less contingencies & centage charges

CLAUSE 11 Release of Security deposit after labour clearance:

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released against Bank Guarantee issued by Nationalize Bank valid upto 3 months of defect liability period.

CLAUSE 12 VARIATIONS:

12.1-The Engineer shall, having regard to the scope of the works and sanctioned estimated cost, have power to order in writing, variations within the sanctioned items of EFC & T. She considers necessary or advisable during the progress of the works. Such variations shall form part of the contract and the contractor shall carry them out and include them in updated programmes produced by the contractor. Oral orders of the engineer for

variations, unless followed by written confirmation, shall not be taken into account.

12.2-If rates for variation/supplement items are specified in bill of quantity, the contractor shall carry out such work at the same rate. This shall apply for variation only up to the limit prescribed in the contract data. If the variation exceeds this limit, the rates shall be derived under the provision of clause-12.4 for quantities (higher or lower) exceeding the deviation limit.

12.3-If the rates for variation/supplement items are not specified in the bill of quantities, the engineer shall derive the rate from similar items in the Bill of quantities.

12.4-The items not covered in bill of quantity of original NIT will be treated as extra items for which rates cannot be determined in the manner specified in clause-12.2 or 12.3, the contractor shall, within 14 days of the issue of order of variation work, inform the engineer the rate which he proposes to claim, supported by analysis of the rates. The engineer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the contractor. As far as possible, the rate analysis shall be based on the standard data book and the current schedule of rates of the district public works division/DSR which ever applicable. The decision of the engineer on the rate so determined shall be final and binding on the contractor.

12.5-Variation is allowed maximum up to final revised sanctioned quantities by the concerned E.F.C. approved by Govt. order. Any variation in quantities of Current BOQ due to change in scope of work or any other reason shall be part of this tender. This variation will be paid to the contractor AFTER APPROVAL OF GENERAL MANAGER ZONE-6 and In no case expenditure will be made in excess of the 95% funds received from client less contingencies & centage charges.

CLAUSE 12A ESCALATION:

Payment shall be made subjected to revision of project and availability of the fund received from client (may be in phased manner). **In no case expenditure will be made in excess of the 95% funds received from client less contingencies & centage charges.** However in case of non-availability of fund from Govt., if the completion of the project is delayed beyond the date as specified in the contract and due to this reason the cost revision is sanctioned and released by the Govt. to UPPCL, the claim of the contractor (if there is any) may be considered by **Engineer In Charge on work done / work to be done basis**. Such Compensation for escalation must not be more than sanctioned/ passed by concerned E.F.C. approved by Govt. order. Such compensation is calculated on basis of quantities executed during the schedule of rate / DSR rate and less 5% rate of schedule rate /DSR rate of corresponding year which is passed by concerned E.F.C. approved by Govt. order.

CLAUSE 14A MATERIALS TO BE PROVIDED BY THE CONTRACTOR:

The contractor shall, at his own expense, provide all materials, required for the works.

The contractor shall, at his own expense and without delay, supply to the Engineer-in- Charge or his authorised representative samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer- in-Charge or his authorised representative shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge or his authorised representative for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analysed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge or his authorised representative may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge or his authorised representative and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorised representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

Wherever different pattern/design/quality of materials with same specifications/make as specified in the contract is available in the market, Engineer-in-Charge will be sole authority to decide pattern/design/quality of the material which shall be final and binding on the contractor.

The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in Schedule A-6. In addition, equipment for carrying out various tests (except chemical analysis) on basic materials i.e. cement, fine aggregate, coarse aggregate & bricks shall be kept in the site lab. Contractor shall employ sufficient manpower to ensure that all tests are carried out in accordance with the periodicity specified in relevant IS.

CLAUSE 14 B CONDITION RELATING TO USE OF ASPHALTIC MATERIALS:

- (i) The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used.
- (ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the Engineer-in-Charge. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorised changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material return to the contractors. Although the materials are hypothecated to Government, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-Charge in writing.
- (iii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

CLAUSE 14C ISMANTLED MATERIAL GOVT. PROPERTIES:

The Contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Government's property and such materials shall be disposed of to the best advantage of Government according to the instructions in writing issued by the Engineer-in-Charge.

CLAUSE 15 WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS ETC.:

The Contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and/or his authorised representative and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of UPPWD/Central Public works Department specified in Schedule A-6 or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

CLAUSE 16 Action where no specifications are specified:

In the case of any class of work for which there is no such specifications as referred to in **Clause 14**, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE 17:

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 18 Lump sum Provisions in Tender:

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

CLAUSE 19A Completion Certificate and Completion Plans:

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and / or (b) for which payment will be made at reduced rates, shall be issued.

But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his / their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge & also not until the building is successfully handed over to the Client/Government. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc. and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE 19B Completion Plans to be submitted by the Contractor:

The contractor shall submit completion plan required as per specifications / as directed by Engineer in charge within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plans as aforesaid, he shall be liable to pay a sum equivalent to **2.5%** of the value of the work subject to a ceiling of **Rs. 12,000 (Rs. Twelve thousand only)** as may be fixed by the Engineer-in-charge and in this respect the decision of the Engineer-in-charge shall be final and binding on the contractor.

CLAUSE 19C Contractor to keep Site Clean:

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action the Engineer-in-Charge shall give ten days' notice in writing to the contractor.

CLAUSE 20 Action in case Work not done as per Specifications:

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-Charge, his authorised subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance and of the TAC or any other agency, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. If any it shall appear to the Engineer – in – Charge or his authorised subordinates in charge of the work or to the Officer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the TAC or any other agency (during construction or after completion/ handing over of work), that any work has been executed with unsound, imperfect, or unskilful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing from the

Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer – in – Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under **clause 3** of the contract (for non-completion of the work in time) for this default.

In such case the Engineer – in – Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in schedule A-6 may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and /or get it and other connected and incidental items rectified, or removed and re – executed at the risk and the cost of the contractor. Decision of the Engineer – in – Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

If during construction or after construction, Client/ Government order inspection by TAC or any other agency & of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for UPPCL to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by UPPCL to the contractor, without any interest thereon whatsoever.

Provided that the UPPCL shall not be entitled to recover any sum over paid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Engineer-in-Charge on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Engineer-in-Charge.

CLAUSE 21 Contractor Liable for Damages, defects during maintenance period:

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of defect liability period.

CLAUSE 22 Carrying out part work at risk & cost of Contractor:

If contractor:

- i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-charge; or
- ii) Commits default in complying with any of the terms and conditions of the Contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or

- iii) Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-charge.

The Engineer-in-Charge without invoking action under **clause 6** may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to UPPCL/Client, by a notice in writing to take the part work/part incomplete work of any item(s) out of his hands and shall have powers to:

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or Carry out the part work/part incomplete work of any item(s) by any means at the risk and cost of the Contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the Contractor for completion of the part work/part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the Contractor.

In determining the amount, credit shall be given to the supplementary contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of Contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by the UPPCL/Client in completing the part work/part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by UPPCL as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to the UPPCL in law or per as agreement be recovered from any money due to the contractor or any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days. If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceed of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by any reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

CLAUSE 23 SUSPENSION OF WORK:

The contractor shall on receipt of the order in writing of the Engineer-in-charge (whose decision shall be final and binding on the contractor) suspend the progress of the work or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reason.

- a. On account of any default on the part of the contractor or,
- b. For proper execution of the work or part thereof for reasons other than default of the contractor or,
- c. For safety of the work or part thereof

The contractor shall during such suspension properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-charge. However suitable extension of time shall be granted by Engineer-in-charge for such suspension of work without any compensation.

CLAUSE 24 Work not to be sublet: Action in case of insolvency:

The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of UPPCL or Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the UPPCL shall have power to adopt the course specified in **Clause 6** hereof in the interest of UPPCL /Government and in the event of such course being adopted, the consequences specified in the said **Clause 6** shall ensue.

CLAUSE 25 With-holding and lien in respect of sums due from contractor:

- (i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the UPPCL shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the UPPCL shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the
- (ii) event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the UPPCL shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the UPPCL or any contracting person through the Engineer-in-Charge pending finalisation of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or UPPCL will be kept withheld or retained as such by the Engineer-in-Charge or UPPCL till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the UPPCL shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

- (ii) UPPCL shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for UPPCL to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the

amount of such under payment shall be duly paid by UPPCL to the contractor, without any interest thereon whatsoever.

Provided that the UPPCL shall not be entitled to recover any sum over paid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Engineer-in-Charge on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Engineer-in-Charge.

CLAUSE 26A Lien in respect of claims in other Contracts:

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the UPPCL or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or UPPCL or such other person or persons in respect of payment of a sum of money arising out of or under, any other contract made by the contractor with the Engineer-in-Charge or the UPPCL or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the UPPCL will be kept withheld or retained as such by the Engineer-in-Charge or the UPPCL or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 27 Foreclosure of contract due to Abandonment or Reduction in scope of Work:

If at any time after acceptance of the tender, UPPCL decide to abandon or reduce the scope of works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer – in – Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for work executed at site. Nothing extra shall be paid to contractor by the Engineer – in – Charge for any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks which could not be utilised on the work to the full extent in the view of foreclosure;

UPPCL shall have the option to take over contractor's materials or any part of thereof brought to site. For materials taken over by UPPCL, cost of such materials as detailed by Engineer –in – Charge shall be paid. The cost shall, however, take in to account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

If any materials supplied by the UPPCL are rendered surplus, the same except normal wastage shall be returned by the contractor to the UPPCL at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to U.P.P.C.L. stores, if so required by UPPCL, shall be paid by the contractor.

Any new item (not covered under this tender document) introduced & sanctioned by Government as new or as replacement of existing item due to technical reason (or any other reason) may or may not be included in the scope of work of this tender/contract. UPPCL reserves the full right, without being liable for any damages or obligation, to get it executed separately.

CLAUSE 28 Compensation during warlike situations:

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work on his own cost.

CLAUSE 29 Termination of Contract on death of contractor:

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the authority indicated in **Clause 3** of Schedule A-6, on behalf of the UPPCL shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 30 Termination of Contract for other reasons:

(i) Without prejudice to any of the rights or remedies under this contract, if the client/ Government withdraws the work from UPPCL due to any reason, UPPCL shall have the option of terminating the contract without compensation to the contractor.

(ii) If the contractor or his representatives/ associates/ workers / employees misbehave or use undue language or use undue correspondence with UPPCL Officers/ staff, the authority indicated in **Clause 3** of Schedule A-6, on behalf of the UPPCL shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 31 Return of material & recovery for excess material Consumed/issued:

(i) After completion of the work and also at any intermediate stage in the event of no reconciliation of materials issued, consumed and in balance – (see **Clause 14A**), theoretical quantity of materials consumed for use in the work shall be calculated on the basis and method given hereunder:-

(a) Quantity of cement shall be calculated on the basis of quantity of cement required for different items of work as shown in the Schedule of Rates mentioned in Schedule A-6. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.

(b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorised by Engineer-in-Charge, including authorised lap pages, chairs etc. plus 2 % wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately.

(c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.

(d) For any other material as per actual requirements.

(ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule A-6. The difference in the net quantities of material actually consumed by the contractor and the theoretical quantities including such authorised variation, if not fully reconciled to the satisfaction of the Engineer-in-Charge with on written notice of E/I shall be recovered at the rates specified in Schedule A-6, without prejudice to the provision of the relevant conditions regarding consumption of materials governing the contract. Decision of Engineer-in-Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in Schedule A-6, shall be final & binding on the contractor.

For non-scheduled items, the decision of the General Manager regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

- (iii) The said action under this clause is without prejudice to the right of the Department to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

CLAUSE 32 Levy/Taxes payable by Contractor:

- (i) The contract price is inclusive of all taxes, duties, cess and statutory levies payable under any law by the contractor in connection with execution of the contract. In case of change in rate of tax or any provision relating to levy of tax resulting in increase in burden of tax on the contractor, the contractor shall not be entitled to receive any compensation for such increase in quantum of tax payable by the contractor. Similarly no recovery shall be made from the contractor on account of decrease of rate of tax or any provision relating to levy of tax.
- (ii) Notwithstanding anything contained in clause (i) the contractor shall ensure payment of appropriate tax on the supplies made under the contract. The contractor shall take registration under the applicable enactment levying tax on supply of goods or services under the contract and issue invoice having all the particulars prescribed under the applicable provisions of the law including. Description of goods/service, rate and amount of tax paid or payable on the supplies made under the contract, so that UPPCL can avail credit of such tax, wherever applicable. The contractor shall comply with all applicable provision of Goods and Service Tax (GST) levied by Union Government and State Government (CGST,UTGST,SGST and IGST). The Contractor shall get himself registered and discharge his obligations for payment of taxes, filing of returns etc. under the appropriate provisions of law in respect of all the tax, duties, levies, cess etc. UPPCL would have right to seek necessary evidence that the contractor is registered under the law and duly discharging its obligations under the tax law, enabling UPPCL to avail input tax credit.
- (iii) In case any law requires UPPCL to pay tax on the contract price on reverse charge basis, the amount of tax deposited by UPPCL would be considered as paid to the contractor and accordingly the price payable to the contractor would stand reduced to that extent.
- (iv) In case the contractor does not deposit the tax payable on execution of the contract or has not provided the tax invoice to UPPCL showing the amount of tax or has not uploaded the document in computerised tax network as per prevailing law, leading to non-availability of inputs credit of the tax to UPPCL the amount equivalent to such tax shall be deducted from the contract price.
- (v) Stamp duty and registration charges, if any payable on the executed contract document shall be borne by the contractor.
- (vi) Tax deduction at source if any shall be made by UPPCL as per law applicable from time to time from the amount payable to the contractor.
- (vii) Labour cess will paid extra as per concerned E.F.C. approved by Govt. order
- (viii) The contractor shall deposit royalty and obtain necessary permit for supply of earth, sand, stone, kankar, etc. from local authorities.
- (iv) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the UPPCL and does not any time become payable by the contractor to the Central Government/State Government/Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the UPPCL and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

CLAUSE 33 If relative working in UPPCL then the contractor not allowed to tender:

The contractor shall not be permitted to bid for works in the UPPCL ZONE /UNIT responsible for award and execution of contracts, in which his near relative is posted as an Accountant or as an officer in any capacity between the grades of GENERAL MANAGER and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the UPPCL. Any breach of this condition by the contractor would render him liable to be debarred from tendering in the Department in future.

NOTE: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

CLAUSE 34 No Gazetted Engineer to work as Contractor within two year of retirement:

No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an engineering department of the Government of Uttar Pradesh shall work as a contractor or employee of a contractor for a period of two year after his retirement from government service without the previous permission of Government of Uttar Pradesh in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of Uttar Pradesh as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

CLAUSE 35 Contractors to Supply Tools & Plants etc:

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer – in –Charge's stores), machinery, tools & plants as specified in schedule A-6. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract of referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer –in- Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor under this contract or otherwise and /or from his security deposit or the proceeds of sale thereof, or a sufficient portions thereof.

CLAUSE 36 Contractor to indemnify Govt. against Patent Rights:

The contractor shall fully indemnify and keep indemnified the UPPCL against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Department/Government in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the UPPCL if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 37 Unfiltered water supply:

The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

- (i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
- (ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

CLAUSE 38 Departmental water supply, if available:

Water if available may be supplied to the contractor by the Department subject to the following conditions:-

- (i) The **water charges @ 1%** shall be recovered on gross amount of the work done.
- (ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.
- (iii) The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/their own cost in the event of any temporary break down in the Government water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

CLAUSE 39 Changes in firm's Constitution to be intimated:

Where the contractor is a partnership firm, the prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of **Clause 23** hereof and the same action may be taken, and the same consequences shall ensue as provided in the said **Clause 2**

CLAUSE 40 Recovery of Compensation paid to workmen:

In every case in which by virtue of the provision sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, UPPCL is obliged to pay compensation to a workman employed by the contractor, in execution of the works, UPPCL will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the UPPCL under sub-section (2) of Section 12, of the said Act, UPPCL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by UPPCL to the contractor whether under this contract or otherwise. UPPCL shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to UPPCL full security for all costs for which UPPCL might become liable in consequence of contesting such claim.

CLAUSE 41 Ensuring Payment and Amenities to Workers if Contractor fails:

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, UPPCL is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the work, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act or under the Rules framed by Government from time to time for the protection of the health and sanitary arrangements for workers employed by Contractors to be followed by the Contractor for this Project, Department/Government will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government under sub-section (2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Department/Government to the contractor whether under this contract or otherwise. Department/Government shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Department/Government full security for all costs for which the Department/Government might become liable in contesting such claim.

CLAUSE 42 Labour Laws to be complied by the Contractor:

The contractor shall obtain a valid license under the Contract Labour (R & A) Act, 1970, and the Contract Labour (Regulation & Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the Building and Other Construction Workers (Regulation of Employment & Condition of Service) Act, 1996 and the Building and Other Construction Workers Welfare Cess Act, 1996.

Any contractor shall also ensure the compliance of EPF act 1952.

Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

No labour below the age of fourteen years shall be employed on the work.

CLAUSE 43:

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of UPPCL/client without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

CLAUSE 44 Minimum Wages Act to be complied with:

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

CLAUSE 45 Insurance:

- a) **30.1** Without limiting the Contractor's obligations and responsibilities stated elsewhere in the Contract, the Contractor shall at his own cost arrange, secure and maintain insurance in the joint names of the UPPCL, Client and the contractor with an insurance company selected by the contractor and acceptable to the UPPCL / Client/Consultant, in such a manner that the UPPCL / Client and the contractor are covered for all time during the period of contract i.e. the time period allowed for completion of work, extended period and the defect liability period. The insurance shall be effected in accordance with terms approved by the UPPCL, Client and the contractor shall submit the insurance policies to the Engineer-In-Charge within one week of signing of the agreement along with the receipt of premium. The contractor shall timely pay and submit the receipts of payment of premiums for extensions of policies, if any. The insurance shall cover Contractor's All Risks Insurance, Workman Compensation & Employers Liability Insurance and Third Party Insurance.

Clause 46:

- | | | | |
|-----|----|---|--|
| i) | a) | Schedule/ statement for determining theoretical quantity of various materials
If not covered in UPPWD/CPWD SOR/UPPCL Consumption norms | UP PWD SOR /CPWD SOR /UPPCL CONSUMPTION NORMS
As per formula laid down by Engineer –in-charge |
| ii) | | Variations permissible on theoretical quantities | |
| | a) | Cement | 2% plus/minus |
| | b) | Steel reinforcement and structural steel Sections for diameter, section and category. | 2% plus/minus. |

CLAUSE 47 Settlement of Disputes & Arbitration:

Dispute Resolution & Arbitration Clause:- “If any dispute arises between the UPPCL and the Contractor in connection with or arising out of, the Contract or the execution of the Works, whether during the execution of the works or after their completion and whether before or after the repudiation or other termination of Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of Engineer, the matter in dispute shall be in the first place be settle amicably. The party raising the dispute shall address to the other party a notice requesting an amicable settlement of the dispute within 10 (ten) days from the date on which the dispute arose and the dispute shall be resolved by them and the resolution documented within a further period of 20 (twenty) days. Any dispute between the parties that cannot be settled amicably in the manner described above within 30 (thirty) days from the date on which the dispute arose, the same shall be referred for settlement through arbitration by sole Arbitrator, in accordance with the Arbitration and conciliation Act, 1996 and any statutory amendment/modification or re-enactment thereof. **The sole Arbitrator shall be appointed by the Managing Director of U.P. Projects Corporation Ltd., Lucknow.** Arbitrator may be commenced prior to or after completion of the work, provided that the obligation of the contractor and UPPCL shall not be altered by reason or arbitration being conducted during the progress of the work. The award of the sole arbitrator shall be final and binding on both the parties. The place of arbitration shall be at Lucknow and language of arbitration proceeding shall be English. The courts at Lucknow only shall have jurisdiction in respect of any matter arising out of the agreement.

Each party shall bear the cost of preparing and presenting its own case, and the cost of arbitration, including fees and expenses of the arbitration, shall be shared equally by both the parties. The cost of non-judicial stamp papers, if any required for making the award, shall be borne by the claimant.

Any matter not covered by this agreement shall be settled mutually by both the parties.

MATERIAL & QUALITY ASSURANCE

1. The contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted. He shall have to submit quality assurance programmer within two weeks of the award of work. The quality assurance programmer should include method statement for various items of work to be executed along with check lists to enforce quality control.
2. The contractor shall get the source of all other materials, not specified elsewhere in the document, approved from the Engineer-in-Charge. The contractor shall stick to the approved source unless it is absolutely unavoidable. Any change shall be done with the prior approval of the Engineer-in-Charge for which tests etc. shall be done by the contractor at his own cost. Similarly, the contractor shall submit brand/ make of various materials not specified in the agreement, to be used for the approval of the Engineer-in-Charge along with samples and once approved, he shall stick to it.
3. The contractor shall submit shop drawings of staging and shuttering arrangement, aluminum work, fabrication work, electrical work and other works as desired by Engineer in Charge for his/ Architect's/consultant's approval at least one month before execution. The contractor shall also submit bar bending schedule for approval of Engineer –in – charge before execution.
4. **Test Laboratories :**

The contractor shall arrange carrying out all tests required under the agreement through the laboratory as approved by the Engineer-in-Charge and shall bear all charges in connection therewith including charges for testing for all materials.

5. Maintenance of Registers:

All the registers for tests of material to be carried out at construction site or in outside laboratories shall be maintained in triplicate & out of which one copy will be submitted to Assistant Projects Manager/ Project Manager for checking & records.

The test registers to be maintained by contractor/Project Manager are :

- 1- Materials at site account register.
- 2- Cement register.
- 3- Master test registers.
- 4- Cube test register.
- 5- Inspection registers.
- 6- Drawing register.

All the entries in the register will be made by the designated engineering staff of the contractor and same should be regularly reviewed by JE/APM/PM.

6. Contractor shall be responsible for safe custody of all the test registers (two copies).
7. Submission of one copy of all test registers, material at site register along with each alternate running account bill and final bill is mandatory. These registers should be duly checked by Assistant Resident Engineer/ Resident Engineer-in-Charge.
8. **Third party quality control/assurance:** Third part quality control/assurance shall be conducted by UPPCL by IIT/NIT/Government Engineering College/Government Institutes or any other Empaneled agency at least once in three months. The contractor has to provide all necessary assistance and has to submit compliance report within targeted time frame. All expenditure for Third part quality control/assurance shall be borne by the contractor.
9. **The contractor shall place a private security agency** on the site of work safety & security of materials, personnel's, vehicles and machinery etc. at his own cost. The security agency shall also regulate movement of materials, personnel's, vehicles and machinery. This agency shall follow the guidelines given by the Engineer-in-charge. Nothing extra shall be paid on this account.
10. The expenditure incurred on Project Management Consultancy services appointed by UPPCL shall be borne by the contractor.
11. The contractor shall produce all original documents of Custom & other clearances of all the materials imported (if any) up to the quantity to be used for tendered work before use.

INTEGRITY PACT

To,

**Project Manager,
U.P. Projects Corporation Ltd.
Unit-33, Meerut.**

Sub: Submission of Tender for the work of:

Dear Sir,

I/We acknowledge that UPPCL is committed to follow the principles there of as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign then closed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by UPPCL. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, UPPCL shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/ bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent/authorized to sign the relevant contract on behalf of UPPCL :

INTEGRITY AGREEMENT

This Integrity Agreement is made at.....on this.....day of..... 20.....

BETWEEN

Project Manager, UPPCL, Unit-33, Meerut represented through Engineer in charge,

.....,
(Name of Unit)

UPPCL, Unit-33, Meerut, (Here in after referred to as the (Address of Unit)

‘Principal/Owner’, which expression shall unless repugnant to the meaning or context here of include its success or sand permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)

through.....(Here in after refer eddoes the

(Details of duly authorized signatory)

“Bidder/Contractor” “and which expression shall unless repugnant to the meaning or context here of include it success or sand permitted assigns)

PREAMBLE

WHERE AS the Principal/Owner has floated the Tender (NIT No.....) (here in after referred to as “Tender/Bid”)and intends to award, under laid down organizational procedure, contract for

.....
(Name of work)

Here in after referred to as the “Contract”.

AND WHERE AS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s)and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (here in after refer editors “Integrity Pact” or “Pact”),the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consider action of mutual covenants contained in this Pact, the parties here by agree as follows and this Pact witnesses as under:

Article1: Commitment of the Principal/Owner:

(1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduction the past has been of biased nature.

(2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act,1988 (PC Act) or is in violation of the principles here in mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiated disciplinary actions as per its internal laid down policies and procedures.

Article2: Commitment of the Bidder(s)/Contractor(s):

(1) It is required that each Bidder/Contractor (including the irrespective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contractor to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to theirs, any information or documents provided by the Principal/Owners prior to the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in subsequent/parallel tender for the same item.

(d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offence outlined above or be an accessory to such offences.

(4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

(5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article3: Consequences of Breach:

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

(1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article2 above or in any other form, such as to put this reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such

exclusion may be forever or for limited period as decided by the Principal/Owner.

(2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contractor has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

(3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption it hints he means of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression:

(1) The Bidder declares that no previous transgression so occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.

(3) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors:

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

(2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

(3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact:

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Competent Authority, UPPCL.

Article 7- Other Provisions:

(1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.

(2) Changes and supplements need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

(4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS:

All rights and remedies of the parties here to shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHERE OF the parties have signed and executed this Integrity Pactat the place and date first abovementioned in the presence of following witnesses:

..... (For and on behalf of Principal/Owner)

..... (For and on behalf of Bidder/Contractor)

WITNESSES:

1. (signature, name and address)

2. (signature, name and address)

Place: Dated:

Bill of Quantity

U.P. Projects Corporation Ltd.

Specification

All work should be done as per:-

A. PWD/CPWD specification.

B. Indian standard specification of B.I.S.

C. Particular specification and specific condition, if any.

OFFICE OF,

THE PROJECT MANAGER,

UP PROJECTS CORPORATION LTD.

Unit-33, T-96, PALLAVPURAM, PHASE-II, MEERUT.

No...../PCL/PM/MRT/Unit-33/

Date.....

LETTER OF ACCEPTANCE

To,

M/s.....

.....

.....

This is to notify you that on behalf of the U.P.P.C.L. the Project Manager Unit-33, U.P.P.C.L. Meerut has accepted your bid dated.....for Execution for..... for the contract price of Rs.

Yours Faithfully

Project Manager

No. & Dated as above

Copy to- G.M Zone-6, U.P. Projects Corporation Ltd, Noida for information and necessary action.

Project Manager
Unit-33,
District- Meerut

OFFICE OF,

THE PROJECT MANAGER,

UP PROJECTS CORPORATION LTD.

Unit-33, T-96, PALLAVPURAM, PHASE-II, MEERUT

No...../PCL/PM/MRT/Unit-33/

Date.....

Issue of notice to Proceeds with the work

To,

M/s.....
.....
.....

Dear sir,

Pursuant to your furnishing of ITB clause and signing of contract for the

.....

.....you are hereby instructed to proceed with the execution of
the said work in accordance with the contract documents.

Yours Faithfully

Project Manager
Unit-33, Meerut

Standard Form of Agreement

Notes on Standard Form of Agreement

The Agreement should incorporate any corrections or modifications to the Bid resulting from correction of errors

Standard FORM- Agreement

Agreement

This agreement, made the day of.....201--..... between
General Manager/Project Manager Unit, U.P.P.C.L.....

(Hereinafter called “the Employer”) of the one part, and

.....
.....
.....

[Name and address of contractor] (Herein after called “the contractor” of the other part)

Whereas the Employer is desirous that the contractor execute the work of.....

District-.....(hereinafter called “the works”) and the Employer has accepted the Bid of the contractor for the execution and completion of such Works and remedying of any defects there in at a cost of Rupees.....[Rs.....only]

NOW THIS AGREEMENT WITNESSETH as follows:

- 6- In this Agreement, words and expressions shall have the same meanings are respectively assigned to them in the conditions of contract hereinafter referred to, and they shall be deemed to form and read and construed as part of this Agreement.
- 7- In consideration of the payments to be made by the Employer to the contractor as hereinafter mentioned, the contractor hereby covenants' with the Employer to execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
- 8- The Employer hereby covenant's to pay the contract in consideration of execution and completion of the works and remedying the defects where in the contract price or such other sum as may become payable under the provisions of the contract at the times and the manner prescribed by the contract.
- 9- The following documents shall be deemed to form and read and construed as part of this agreement, via:
 - XII. Letter of Acceptance; by UPPCL.
 - XIII. Negotiation letter for work.
 - XIV. Notice to proceed with the works/supply;
 - XV. Contract Data;
 - XVI. Special conditions of contract and general conditions of contract;
 - XVII. Specifications
 - XVIII. Bill of Quantities;
 - XIX. Any other document listed in the contract data as forming part of the contract.

In witness whereof the parties there to have caused this Agreement to be executed the day and year first before written.

The common Seal of

GENERAL MANAGER/PROJECT MANAGER

ZONE/UNIT-.....

District

Was hereunto affixed in the presence of;
Signed, Sealed,

In the presence of: Assistant Project Manager/Projects Manager

Binding signature of Employer authorized representative

Authorised representative of UPPCL

(Signature with Seal)

Unit-.....UPPCL

District.....

Binding Signature of contractor
(with Address & Seal)